

NON- COMPETE AGREEMENT

This Non-Compete Agreement is entered into between _____ (**Employee**) **and** _____ (Company Name) on the ___ *day of* ___ **in the year 20** _____. [Company Name] is located at [Address] and is represented by [name of representative] in this agreement.

WHEREAS, the Company is in the business of [describe type of business].

WHEREAS, the Employee and the Employer have entered into a formal Employment agreement where the Employee will perform duties related to their position as a [Job Title]; and

Employee may have access to or may generate or otherwise come into contact with proprietary and/or confidential information of the Company or the Company's clients. The Company wishes to enter into a non-compete agreement in the event Employee terminates his employment. In consideration of the promises and mutual covenants herein, the parties agree as follows:

1. COVENANT NOT TO COMPETE

Restricted Party hereby covenants and agrees that the Restricted Party will not, without the prior written consent of the Protected Party, directly, indirectly, whether individually or through any entity controlled by Restricted Party during the term of the business relationship and for the following period from the date of termination (), or such maximum period fixed under the applicable laws of the country, for any reason, directly or indirectly, on his/her own behalf or in the service or on behalf of others, whether or not for compensation, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, security holder, partner, consultant, the creditor to establish or operate any such business, partnership or otherwise) which is competitive with the then-existing business of the Protected Party.

Specifically, the restricted area under this clause will be as follows: The Individual shall be restricted from competing with the Company within a ___ mile radius from the Company's primary business location at

- a.
- b.

2. COVENANT NOT TO SOLICIT

During the term of the business relationship and for the following period from the date of termination: (), the Restricted Party shall not For his for her benefit, or for the benefit of any other person, professional Association, partnership or Corporation (a)Call upon, accept business from, or solicit the business of any person who is or who had been at any time during the preceding (12 months) a customer or a supplier of the protected party(b) interfere with the business relationship between the protected party and any of its customer, supplier or others with whom they have business relationships (c) recruit or otherwise solicit or induce, or enter into or participate in any plan or arrangement to cause, any person who is an employee of, or otherwise performing services for the protected party to terminate his or her employment or other relationship with the Protected Party for hire any person who has left the employment of or ceased providing services to the Protected Party during the preceding (12 months)

3. CONFIDENTIALITY AGREEMENT

Employee shall not, without written consent, share or use any information relating to the Company that has not been previously publicly released including but not limited to patent and patent applications; trade secrets; proprietary and confidential information, designs, inventions, research, development, design details and specifications, engineering, and all related documentation; financial information, financial plans, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Company provides regarding third parties; and any and all other information that Employee knew, or reasonably should have known, was confidential.

4. INJUNCTIVE RELIEF

Employee acknowledges that disclosure of any confidential information or beach of any of the non-competitive covenants will give rise to irreparable injury to the Company. Employee acknowledges that such injuries are not adequately compensable by damages and that injunctive relief against such breach is available as a legal remedy. Employee agrees that the covenants herein are necessary for the protection of the Company's legitimate business interests.

5. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

6. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

7. ACKNOWLEDGMENT

The Individual acknowledges that the restrictions, prohibitions and other provisions of this Agreement, including the Restricted Period and Restricted Territory, are reasonable, fair, and equitable in scope, terms and duration, are necessary to protect the legitimate business interests of the Company, and are a material inducement to the Company to enter into this Agreement.

8. GOVERNING LAW

The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of _____, not including its conflicts of law provisions.

9. DISPUTE RESOLUTION

Court Litigation. Any suit involving any dispute or matter arising under this Agreement may only be brought in a United States District Court located in the State of _____ or any State Court in _____ [State] having jurisdiction over the subject matter of the dispute or matter. All parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding. All parties waive, to the maximum extent permitted by law, any right to trial by jury in connection with any action or proceeding relating to this Agreement.

Arbitration. Any dispute arising out of or related to this Agreement that the parties are unable to resolve by themselves shall be settled by arbitration in the State of _____ in accordance with the rules of the American Arbitration Association. The written decision of the arbitrator(s), as applicable, shall be final and binding. Judgment on a monetary award or enforcement of injunctive or specific performance relief granted by the arbitrator(s) may be entered in any court having jurisdiction over the matter.

10. LEGAL FEE AND COST

In the event of any legal actions by the Protected Party or Restricted Party to enforce any one or more provisions of this Agreement, whether at law or in equity, the prevailing party shall be entitled to receive from the other party all enforcement costs including, without limitation, reasonable legal fees and costs whether incurred before, during and after the trial or other litigation including appeal.

11. HEADINGS

The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

12. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

13. AMENDMENT

This Agreement may be amended or modified only by a written agreement signed by all of the parties.

14. NOTICES

Any notice or other communication given or made to any party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that parties may subsequently designate by notice and shall be deemed given on the date of delivery.

15. WAIVER

No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Partner of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation

16. SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this agreement on-

PROTECTED PARTY

SIGNATURE

RESTRICTED PARTY

SIGNATURE

WITNESS 1

WITNESS 2